

WARRANTY

LIMITED WARRANTY TERMS & CONDITIONS FOR CENTRAL POWER SYSTEMS

WARRANTY: Inverter Systems, Inc. (ISI) ISI-Series central power systems electronic assemblies (except batteries) are warranted against defects in material and workmanship from date of shipment EX-Works for a period of:

- ISI-IPS3 Series = One Year
- ISI-UFT Series = One Year
- ISI-3UFT Series = One Year
- ISI-DC Series = One Year
- ISI-FTW Series = One Year

ISI's warranty is limited to either repair or replacement of parts and equipment of **PROPERLY INSTALLED** ISI Series central power systems which fail under normal operating conditions **PROVIDED** that the system is properly packed for road transport and returned transportation prepaid to ISI factory and ISI's inspection determines it to be defective under the terms of this warranty. **SUCH REPAIR OR REPLACEMENT SHALL BE THE PURCHASER'S EXCLUSIVE REMEDY.**

The warranty covers only equipment other than batteries manufactured, sold and warranted by ISI and does not extend to transportation, installation or replacement charges, nor does it apply to any other equipment of another manufacturer used in conjunction with ISI's ISI Series systems.

ISI's warranty shall be null and void under the following conditions:

- a) Damage caused by abuse, misapplication, shipping damage, improper installation, or damage resulting from changes in circuitry or components made by other than authorized ISI personnel or service companies authorized by ISI.
- b) Damage due to improper maintenance.
- c) Damage resulting from installation(s) in areas with other than normal temperatures. Maximum ambient temperature must not exceed 90° F.
- d) Environmental conditions, damages caused by fire and abuse or acts of God such as lightning, explosions, water leaks or acts of war are not covered by the warranty.

Replacement of fuses, pilot lights and lamps, and indicator lights and lamps, are not included in the Warranty. Warranties for batteries used in ISI's AC systems are described in the following paragraph.

Batteries included with the above ISI central power systems shall be warranted as follows:

Type of Battery	Period of repair or replacement without charge	Period or Pro-rata charge for repair or replacement	Annual adjustment charge %
Maintenance free sealed	1 year	9 years	7%
Wet nickel cadmium	1 year	10 years	5%

The period noted above during which repair or replacement is without charge (the "Guarantee Period") shall commence on the date of shipment. The period of pro-rata charge for replacement or repair (the Pro-rata Charge

Period) shall commence on the expiration of the Guarantee Period. All warranties set forth herein, whether during the Guarantee Period or the Pro-rata Charge Period, are subject to:

- a) The battery having been properly installed and continuously maintained in accordance with recommended practice together with documented history (both as set forth in the ISI installation manual relating to the battery involved and national and local requirements).
- b) The average ambient temperature shall not exceed 77°F.
- c) Cell temperatures shall not exceed 92°F for more than 30 days annually.
- d) Battery service records must be maintained every two months.
- e) The batteries have not been contaminated by any foreign matter.
- f) Not more than 300 discharges of 80% or less of the ampere hour capacity are incurred.
- g) Batteries must be installed and placed on charge/energized within 120 days of shipment.

Should the battery fail to deliver 80% of its rated capacity or a defect appear in a battery covered by the warranty during the pro-rata charge period, on return of the defective battery transportation prepaid, ISI will repair or replace such battery at a cost equal to the net LIST prices at the time of repair or replacement, reduced by a percentage of such price equal to the product of the number of full years remaining in the warranty period at the time of the failure multiplied by 7% in the case of maintenance free sealed lead acid batteries and 5% in the case of nickel cadmium batteries. Example:

Replacement list price = \$100
 Pro-rata warranty years remaining = 4
 Annual adjustment charge = 7%
 $\$100 \text{ less } (\$100 \times .07 \times 4) = \$72 \text{ replacement charge}$

REPAIR OR REPLACEMENT AT SUCH ADJUSTED PRICE SHALL BE PURCHASER'S EXCLUSIVE REMEDY.

In the event that the unit AC input is de-energized for an extended period, the battery circuit breaker or fuse must be turned off/disengaged so as to eliminate any current drain. The battery warranty will be void if the fuse or circuit breaker is not turned off within 36 hours after the unit is de-energized.

THE ISI SERIES SYSTEMS' WARRANTY AND THE BATTERY WARRANTY MENTIONED ABOVE ARE EXPRESSLY IN LIEU OF, AND THERE ARE NO OTHER EXPRESS OR IMPLIED GUARANTEES OR WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE THAT RELATE TO THE PRODUCTS REFERRED TO HEREIN. IN NO EVENT WILL ISI BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHICH MAY RESULT FROM THE USE OF THESE PRODUCTS. ISI NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR RESALE OF SUCH PRODUCTS AND EXCEPT AS STATED IN THE WARRANTIES, ISI SHALL NOT BE LIABLE FOR ANY DEFECT IN, OR BREACH OF, ANY CONTRACT RELATING TO THE QUALITY OF, OR PERFORMANCE OF, THE ISI SERIES SYSTEMS OR BATTERIES UNDER ANY THEORY OF LAW INCLUDING, WITHOUT LIMITATION, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR MISREPRESENTATION.